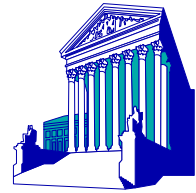




**ARIZONA SUPREME COURT  
ORAL ARGUMENT CASE SUMMARY**



**ARIZONA SUPREME COURT  
ADMINISTRATIVE OFFICE OF THE COURTS  
1501 West Washington - Phoenix Arizona 85007- 3231  
Public Information Office: (602) 542-9310**

**Case:** Jeffery L. Andrews v. Leslie W. Blake and Moon Valley Nursery, Inc.,  
No. 1 CA-CV 01-0363

**Parties:** Jeffery L. Andrews, Plaintiff/Counterdefendant-Appellant, Leslie W. Blake and Moon Valley Nursery, Inc., an Arizona corporation, Defendants/Counterclaimants-Appellees.

**Counsel:** Curtis D. Drew of the Law Office of Curtis D. Drew, and Paul G. Ulrich of Ulrich & Anger, P.C., represent Jeffrey L. Andrews. Timothy J. Thomason of Mariscal, Weeks, McIntyre & Friedlander, P.A., Neil Vincent Wake of the Law Offices of Neil Vincent Wake, and Michael E. Korenbalt of Quarles & Brady Streich Lang LLP represent Blake and Moon Valley Nursery.

**Facts:** This suit arises from a lease with option to purchase certain real property owned by Andrews ("Landlord") and leased by Blake and Moon Valley Nursery ("Tenant"). Under an addendum to the written agreement between the parties, the Tenant had an option to purchase the property for \$300,000, if the Tenant exercised the option in writing before October 1, 1999. The addendum also provided that notice would be "deemed given when received" if delivered by certain specified means, including certified mail, commercial delivery service, or personal delivery. Tenant asserts that he caused a letter to be sent to Landlord by regular mail in September 1999, giving written notice that Tenant was exercising the option. Landlord denies receiving the September letter. Landlord did receive a second letter (also sent regular mail) on October 23, 1999, more than three weeks after the deadline. Landlord filed this suit seeking a declaratory judgment that the option to purchase had expired without being exercised. Tenant filed a counterclaim seeking specific performance, claiming that either he had validly exercised the option or, in the alternative, he was entitled to relief under equitable principles. The trial court ruled in favor of Tenant. The Court of Appeals reversed and ordered entry of summary judgment for Landlord.

## Issues:

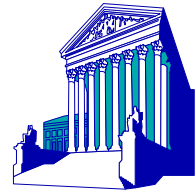
1. Shall Arizona recognize the Corbin Rule that strict compliance with the time or manner of exercising an option to buy real property is excused if (a) the delay was short; (b) the delay did not prejudice the Landlord; and (c) the option holder made valuable improvements to the property in reliance on the option? Subsumed in this question is whether *Monihon v. Wakelin*, 6 Ariz. 25, 56 P.2 735 (1899), rejected the Corbin Rule and limited equitable relief from the strict time and manner of exercising an option to cases where the optionor also is completely free of negligence, and if so, whether *Monihon* should be reexamined.
2. Does agreement on safe-harbor means of giving written notice of exercise of an option nullify timely written notice actually received by other means?

***This Summary was prepared by the Arizona Supreme Court Staff Attorney's Office and the Administrative Office of the Courts solely for educational purposes. It should not be considered official commentary by the court or any member thereof or part of any brief, memorandum or other pleading filed in this case.***

February 19, 2003



**ARIZONA SUPREME COURT  
ORAL ARGUMENT CASE SUMMARY**



ARIZONA SUPREME COURT  
ADMINISTRATIVE OFFICE OF THE COURTS  
1501 West Washington - Phoenix Arizona 85007- 3231  
Public Information Office: (602) 542-9310

Case: DUANE LYNN v. THE HONORABLE PETER C. REINSTEIN; RICHARD GLASSEL; STATE OF ARIZONA, CV-02-0435-PR

Parties and Counsel:

*Petitioners:* Timothy A LaSota of Miller, LaSota & Peters, with Steven J. Twist of Arizona Voice for Crime Victims, representing Duane Lynn.

*Respondent:* Dennis C. Jones, attorney for defendant .Glassel.

Facts:

On April 19, 2000, Richard Glassel entered a homeowner's association meeting and, among other offenses, shot and killed Nila Lynn. Glassel was convicted of first degree murder and was sentenced to death. This was the first capital defendant to be tried and convicted under the post-*Ring* statutes.

Early in the case, Duane Lynn, widower of Nila Lynn, motioned for a determination of right to be heard. Mr. Lynn wanted the trial judge to recognize his right to speak to the jury at the sentencing phase of the trial and give the jury his recommendations regarding sentencing. The trial judge denied this request and Mr. Lynn filed a Petition for special action in the Arizona Court of Appeals. Again the court denied his request and Mr. Lynn appealed to this court.

Issue:

Does Mr. Lynn have a right to make a sentencing suggestion to the jury?

Definition:

**Victim-impact Statement:**

A statement read into the record during sentencing to inform the judge or jury of the financial, physical, and psychological impact of the crime on the victim and the victim's family.

***Booth v. Maryland:***

The Supreme Court of the United States held that admission of victim impact statements and victim recommendations regarding sentencing were unconstitutional because they created an unacceptable risk of arbitrary sentencing.

***Payne v. Tennessee:***

*Payne* overruled *Booth* as to the victim impact holding but did not address victim sentencing recommendations because the record in the case did not contain that sort of presentation.

***This Summary was prepared by the Arizona Supreme Court Staff Attorney's Office and the Administrative Office of the Courts solely for educational purposes. It should not be considered official commentary by the court or any member thereof or part of any brief, memorandum or other pleading filed in this case.***

February 19, 2003